EXHIBIT C



Home Office

16 South River Street • P.O. Box A-H
Wilkes-Barre, PA 18703-0020
Toll-Free 1-800-673-2465
www.guard.com

Proposal of Insurance

I.T.D. Contracting Inc. Prospect Number ITWC207596 for 04/25/2011 to 04/25/2012

TEE & GEE U/W MGRS LP Goldberg, Adam - Dallas, TX Phone Number: 972-590-7000

Fax#: 972-590-7002

Classification Analyst: Ryann Nance

Extension: 1300 / e-mail: SBUTeam@guard.com Phone Number: 570-825-9900

Fax Number: 570-820-7968

We are very interested in providing coverage on this account. If you would like to discuss any portion of this proposal to ensure that we have the best possible chance of success, we encourage you to call us.

Carrier:

NorGUARD Insurance Company

Coverage Option:

Guaranteed Cost

Payment Method:

Direct Bill

Payment Terms:

Payment in full prior to issuance

Total Estimated Cost: \$4,512

(This amount includes state surcharges, is subject to any pending rate changes or required premium modifications, and is based on the most current information available to us.)

Information Needed to Issue:

* The NY URN is required prior to policy issuance.

Payment Terms:

* Direct billed policies will be charged a fee of \$7.00 per installment.

* A Direct Draft electronic fund transfer option is offered which requires no installment fees and no checks to be mailed. A sign-up sheet is enclosed and can alternatively be downloaded from our web site at www.guard.com or obtained by contacting our Customer Service Staff at 1-800-673-2465.

Important Notes:

* This proposal can only be accepted by our receipt of the payment quoted above by the due date; otherwise, no coverage will be provided and our offer will expire. Our only offer of insurance is stated by the terms of this proposal and can only be changed by our issuance of a revised proposal.

* Covered terrorism losses would be partially reimbursed by the United States Government under a formula established by the Act. Under this formula, the United States Government would pay 85% of covered terrorism losses exceeding our insurer deductible. The premium charged for the coverage this policy provides for insured terrorism losses is included in the amount shown in the Policy Totals included with this proposal.

* Signed Officer Exclusion forms must be in our office within 30 days of the policy inception date.

* Applicable in Tennessee and Vermont: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers compensation transaction for the purpose of committing fraud.

Penalties include imprisonment, fines and denial of insurance benefits.

* Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subject the person to criminal and [NY: Substantial] civil penalties. (Specific language not applicable in CO, FL, HI, MA, NE, OH, OK, OR, TN or VT; in DC, LA, ME, VA and WA, insurance benefits may also be denied).

* Final premium calculations may include amounts you pay to subcontractors (including sole proprietors without employees) who do not have their own workers compensation coverage, because such subcontractors and/or their employees can file claims against you that GUARD is required to defend or pay under the terms

of your policy.

PROP-9/2001 Prepared: 04/25/2011 B*

GUARD Proposal of Insurance (cont.)

<u>Your Business is Our Business</u> sm Featuring toll-free telephone reporting of claims (1-888-NEW-CLMS), 24 hours a day, 7 days a week.

Prepared: 04/25/2011 B*

I.T.D. Contracting Inc. Prospect Number ITWC207596 Renewal of NEW for 04/25/2011 to 04/25/2012

Rating Work Sheet

New York

Classification	Code	Premium Basis	Rate	Estimated Premium
Effective: 04/25/2011-04/25/2012				
CONCRETE/CEMENT WK-FLOORS,DRIVEWAYS	5221	25,000.00	14.54	3,635
Tot Est Premium 04/25/2011-04/25/2012				3,635
Minimum Premium \$875				
Tot Est Standard Premium for New York				3,635

Policy Totals

Total Estimated	Standard	Premium	for New York	3,635
Expense Constar				200
Terrorism NY	9740	0.0505	25,000	13
Catastrophe	9741	0.01	25,000	3
Catastrophe	9741	0.93	0	0
Minimum Premiu	m NY	\$875		
Total Estimated	Annual Pr	emium		3,851
NY Assessment	04/25/20	11-04/25/	2012 18.1000%	661
Total Estimated	Cost for I	TWC2075	96	4,512
Total Estimated	Cost Prior	to Endor	sement	
Adjustment to To	otal Estim	ated Cost		

Prepared: 04/25/2011 B*

GUARD Proposal of Insurance (cont.)

This proposal/quote is not a binder. The Total Estimated Cost is based upon information provided to date and is subject to change even after coverage has been bound, based upon availability of additional pricing or underwriting information or considerations and/or upon the results of loss control surveys and compliance with recommendations. This summary of policy coverages, premium, and limits is not an insurance policy. For further details about the coverage, please review the policy forms and declarations pages. In the event of a conflict, the terms stated in the insurance policy shall govern. Please be aware that this proposal encompasses only the coverages listed and that those coverages are subject to the final terms and conditions stated in the policy. Our only offer of insurance is stated by the terms of this proposal, which can only be changed by our issuance of a new proposal.

Prospect Number:	ITWC207596
PROPOSAL-04-25-2011-06 Accepted by:	(print name)
Prospect's Signature:	
Date:	- Control of the Cont

Prepared: 04/25/2011 B*

GUARD INSURANCE GROUP'S

Direct Draft Program

Let us take care of your payments for you!

At GUARD Insurance Group, we recognize the amount of time (and money) our policyholders spend issuing and mailing checks to vendors. We understand your frustration when mail delays occur and otherwise timely funds end up arriving late.* Also, we realize you sometimes need to get an acknowledgment of payment the same day to avoid a lapse of coverage which could occur for a variety of reasons! Available to direct bill policyholders only, our **Direct Draft Program** – an electronic fund transfer (EFT) system – is designed to:

 Pay your premium installments for you (which eliminates the cost of issuing and mailing checks).

 Offer FREE installment billings (because installment fees will not be charged).**

By working with our bank's pre-authorized debit program and your financial institution, we will process an automatic debit against your business bank account on the scheduled date. All you need to do is provide us with the written authorization form (shown below) along with your bank information, and we'll take care of the rest! Please note that you will be asked to indicate the duration of your authorization. If you select "one-time," a single payment will be processed via electronic fund transfer, but your regular payment methodology will not change. If you choose "ongoing," we will endeavor to send you a notice for each installment of the actual amount to be direct drafted.*** (If applicable, final audits will be handled similarly.) Please be aware that any "ongoing use" selection can be rescinded by you at any time. Until you take this action, Direct Draft will renew with your policy for you!

If you are interested in taking advantage of this option, please send your completed form to us at the address shown below. When time is of the essence, you may fax a copy to **570-820-7968**. If you have any questions, feel free to contact our Customer Service Hotline at 1-800-673-2465 for more information.

* Due to the high costs associated with handling delinquent payments, a \$10.00 late fee will be incurred by policyholders in a number of states throughout our operating area each time an installment payment is received five or more days after the due date. By electing to participate in GUARD's Direct Draft Program and letting us take care of your premium payments for you, this fee will be avoided.

** Free installments do not apply to one-time use of Direct Draft.

*** GUARD sends Billing Statements to give you advance notice of each draft amount as a courtesy to you. (The procedure for calculating premium is set forth in your policy.) We cannot guarantee that you will receive this notice or that the notice will be received in advance of the direct draft. Regardless, payment is still due in accordance with your policy terms.

Your Business is Our Businesssm

I hereby authorize GUARD Insurance Group, specifically InterGU behalf of my business for (select one) \(\sigma\) one-time use \(\sigma\) ongoing	JARD, Ltd., to initiate prouse according to the info	e-authorized debit transfers on rmation outlined below:
Policy(ies):(If this authorization applies to multiple policies, list all. For each, include	e the policy # and/or type (i.e., Com	
Name of Policyholder:		
Bank Account #:		
Bank Name:		State
Name Preferred Start Date:	City Amount (if one-time Di	
Statement Delivery Preference: ☐ Fax* ☐ E-mail* ☐ Mail	*Fax#orE-mail:	<u> </u>
Please attach a voided check to assist us in v	erifying your account in	formation.
Authorized Signature:		M GUARD®
Printed Name:		INSURANCE
Phone Number: Date Signed:		GROUP

Attn: Accounting Services • PO Box A-H • Wilkes-Barre, PA 18703-0020 • FAX 570-820-7968



Home Office 16 South River Street • P.O. Box A-H Wilkes-Barre. PA 18703-0020 Toll-Free 1-800-673-2465 www.quard.com

Policyholder Disclosure Notice of Terrorism Insurance Coverage

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury — in concurrence with the Secretary of State and the Attorney General of the United States — to be an act of terrorism: to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

Prepared: 04/25/2011